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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION**

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**H&R BLOCK EASTERN ENTERPRISES,  
INC.,**

**PLAINTIFF,**

**v.**

**SHERRY D. SMITH, ALA' A ABDEL-  
GHAFOR, TERRY K. MORT AND  
ELITE TAX & ACCOUNTING  
SERVICES, INC.**

**DEFENDANTS.**

**Cause No. CV-07-20-BLG-RFC**

**JUDGMENT ON CONSENT**

Upon the consent and agreement of Plaintiff H&R Block Eastern Enterprises, Inc. ("H&R Block") and Defendants Sherry D. Smith, Ala' A Abdel-Ghafour, Terry K. Mort, and Elite Tax & Accounting Services, Inc., ("Defendants") to settle disputed claims by execution of a written Settlement Agreement and Mutual Release, this action is dismissed with prejudice pursuant to the following terms and conditions, including permanent injunctive relief as follows:

**IT IS HEREBY ORDERED:**

1. Defendants will sign declarations under oath attesting that they do not have in their possession or control any “Confidential Business Information” as that term is defined in the respective Employment Agreements between H&R Block and Defendants Smith, Abdel-Ghafour, and Mort.

2. Defendant is hereby restrained and enjoined as follows:

a. From the date of this Order and going forward, Defendants are enjoined and restrained from applying to work and/or working for H&R Block or its affiliated entities;

b. From the date of this Order until April 16, 2008, Defendants are enjoined and restrained from directly or indirectly soliciting or hiring any H&R Block Company Employee to work for any business that provides any product or services in competition with H&R Block, or otherwise interfering with H&R Block’s continuing relationships with its employees. As used herein, “H&R Block Company Employee” means persons employed by H&R Block at one of its offices in Billings, Montana, at the time of the solicitation or hiring or at any time during the period from April 16, 2006 through April 16, 2008; and

c. From the date of this Order until April 16, 2008, Defendants are enjoined and restrained from directly or indirectly providing any of the following services to Company Clients or those individuals or entities included in the Prohibited List (as defined and provided for in a separate Settlement Agreement): (1) prepare tax returns, and/or (2) file tax returns electronically; and from soliciting or diverting Company Clients or those individuals or entities included in the Prohibited List from H&R Block.

d. From the date of this Order until June 30, 2008, Defendant Elite Tax & Accounting Services, Inc. will cease all operations for the preparation and filing of income tax returns.

3. The parties further acknowledge that they have entered into a separate Settlement Agreement, and the Court retains jurisdiction over this matter to enforce the terms of that Settlement Agreement.

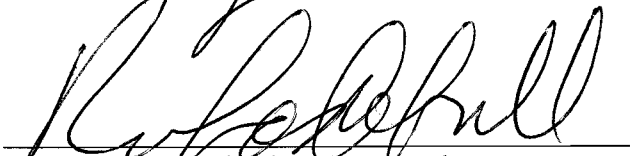
4. Defendants acknowledge that they do not contest the enforceability under Montana law of their respective Employment Agreements with H&R Block.

5. Each party shall be responsible for their own attorneys' fees and costs.

6. Except as a described herein, all remaining claims related to this Complaint are dismissed with prejudice.

**DONE and ORDERED** in Chambers, in the United States District Court of Montana,

Yellowstone County, Montana, this 17<sup>th</sup> day of July 2007.

  
United States District Court Judge  
Richard F. Cebull